

CONTRACT DATA REQUIREMENTS LIST (CDRL)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government issuing Contracting Officer for the Contract/PR No. in Block E.

A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: TDP _____ TM _____ OTHER ENGINEER

D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS E. CONTRACT/PR NO. IMOMS F. CONTRACTOR

1. DATA ITEM NO. A001 2. TITLE OF DATA ITEM COMPUTER SOFTWARE PRODUCTS END ITEMS 3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-80700 5. CONTRACT REFERENCE SOW PAR. 5.4.1.5.2 6. REQUIRING OFFICE CG FTS COTR

7. DD 250 REQ DD 8. APP CODE 9. DIST STATEMENT REQUIRED 10. FREQUENCY ASREQ, BLK 16 11. AS OF DATE 12. DATE OF FIRST SUBMISSION BLK 16 13. DATE IF SUBSEQUENT SUBM. N/A

16. REMARKS

1. BLK 10: Data to be submitted each time a software modification is conducted.

2. BLK 12: Submission shall be due 30 days prior to the start of Government Final Inspection.

3. Trainer system software/firmware source code listings shall be delivered in the form of compilable source code suitable to generate object code as part of the warm start. Delivery of the source code shall be on CD-ROM.

4. The Government will have 30 days to review, accept or reject each submission.

14. DISTRIBUTION

a. ADDRESSEE b. COPIES
draft reg repr final
USCG PCO LTR
USCG FTS COR 1

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

15. TOTAL -----> 2

G. PREPARED BY
CDR BROXTERMAN, USCG COR

H. DATE

I. APPROVED BY

J. DATE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER ENGINEER _____								
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR							
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM REVISION UPDATES TO TTPRR				3. SUBTITLE REVS & UPDATES TO TTPRR							
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925			5. CONTRACT REFERENCE SOW PARA. 5.5.9.1		6. REQUIRING OFFICE CG FTS COTR							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION							
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE		b. COPIES					
							final					
							draft reg repr					
16. REMARKS 1. BLK 10: To be submitted each time a software modification is conducted. 2. BLK 12: Submission shall be due 45 days prior to the start of Government Final Inspection. 3. BLK 13: The final submission shall be delivered 30 days after completion of the modification. 4. The submissions shall be change pages to the existing TTPRR and reproducible copies submitted on CD-ROM on Windows MS Word 2000 (or later version). Diagrams and figures shall be in WMF, JPG, BMP, or AutoCAD 2000 or later version. 5. Contractor shall incorporate Government comments, if any, prior to the start of GFI for acceptance of the preliminary. 6. The Government will have 30 days to review, accept or reject each submission. If draft is acceptable to the Government, no final copy is necessary.					USCG PCO		LTR					
					USCG FTS COR		1 1					
					15. TOTAL ----->					1	2	0
					G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY		J. DATE

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A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>ENGINEER</u>								
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS				E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR							
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM ENGINEERING DRAWINGS				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) DI-DRPR-80651				5. CONTRACT REFERENCE SOW PARA. 5.5.3			6. REQUIRING OFFICE CG FTS COTR						
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ, BLK 16		12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION					
8. APP CODE A				11. AS OF DATE		13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE					
								b. COPIES					
								draft		final			
								reg		repr			
16. REMARKS								USCG PCO		LTR			
<p>1. BLK 10: To be submitted each time a modification is conducted. All Engineering Drawings shall be "AutoCad" compatible, and provided in MS Windows compatible CD-ROMS. The Contractor shall provide hard copies of the drawings that are easily read and consistent with the size of current drawings.</p> <p>2. BLK 12: Submission shall be due 45 days prior to the start of Government Final Inspection.</p> <p>3. BLK 13: The final submission shall be delivered 30 days after completion of the modification.</p> <p>4. Submissions shall be new and/or revised engineering drawings that document all changes resulting from the modification.</p> <p>5. Contractor shall incorporate Government comments, if any, prior to the start of GFI for acceptance of the preliminary.</p> <p>6. The Government will have 30 days to review, accept or reject each submission. If draft is acceptable to the Government, no final copy is necessary.</p>								USCG FTS COR		1		1	
								15. TOTAL ----->					
G. PREPARED BY CDR BROXTERMAN, USCG COR				H. DATE		I. APPROVED BY				J. DATE			

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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER ENGINEER _____									
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR								
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM CONFIGURATION AUDIT SUMMARY REPORT			3. SUBTITLE									
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81022B			5. CONTRACT REFERENCE SOW PAR. 5.5.7.2.1		6. REQUIRING OFFICE CG FTS COTR								
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION								
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE		b. COPIES						
							draft	final					
								repr					
16. REMARKS 1. BLK 10: To be submitted each time a modification is conducted. 2. BLK 12: Submission shall be due 45 days prior to the start of Government Final Inspection. 3. BLK 13: The final submission shall be delivered 30 days after completion of the modification. 4. The following MIL-STD-973 requirements apply: a) Para. 10.2.1 - The report shall be submitted in contractor format. b) Para. 10.2.2 - The content shall include the following: (1) Minutes in accordance with paragraph 5.6.1.3.c (2) Copies of the deficiency reports in accordance with paragraph 5.6.1.3.d (3) Certification in accordance with paragraphs 5.6.2.5 and 5.6.3.5 5. The Government will have 30 days to review, accept or reject each submission.					USCG PCO		LTR						
					USCG FTS COR		1						
					15. TOTAL ----->					2			
					G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY		J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER ADMIN _____	
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR
1. DATA ITEM NO. B003	2. TITLE OF DATA ITEM MONTHLY STATUS REPORT (CONT)			3. SUBTITLE MSR	
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE CG FTS COTR
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE
					b. COPIES
					draft reg repr
16. REMARKS					
3A. Trainer Performance Summary shall include the following data for each trainer: Contracted Training Time (CTT), Contracted Training Time Utilized (CTTU), Chargeable Downtime (CDT), Non-Chargeable Downtime (NCDT), Partial Mission Capable Quantity (PMCQ), Actual Training Time (ATT), Scheduled Utilization (SU), Actual Utilization (AU), Contractor Performance Factor (CPF).					
3B. Inventory Summary shall list the status of all materials (parts, equipment, supplies) ordered or on order with Description, Part Number, Date Ordered, Date Received/Estimated to be received, Cost, Unit Item, Unit Item Quantity, Quantity to Order, Total Cost.					
4. The Monthly Status Report SHALL coincide with the monthly Invoice/billing period.					
5. The Monthly Status Report SHALL be delivered commensurate with the Monthly Invoice.					
6. The Contractor SHALL submit the report within (10) ten working days after the end of the subject month.					
7. The Government will have 30 days to review, accept or reject each submission.					
15. TOTAL ----->					
G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY
					J. DATE

17. PRICE GROUP

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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS			F. CONTRACTOR							
1. DATA ITEM NO. B003		2. TITLE OF DATA ITEM MONTHLY STATUS REPORT				3. SUBTITLE MSR							
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE SOW 5.4 - 5.7			6. REQUIRING OFFICE CG FTS COTR						
7. DD 250 REQ LETTER		9. DIST STATEMENT REQUIRED		10. FREQUENCY MONTHLY		12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE					
								b. COPIES					
								draft reg final repr					
16. REMARKS 1. The MSR shall be delivered commensurate with the monthly invoice. 2. The Contractor shall submit report in Contractor format. Report shall include the following parts: Activities Summary; Description of progress made against milestones during reporting period; Action Item Status; problem areas affecting technical or scheduled elements w/ background and any recommendations for solutions beyond the scope of the contract; problem areas affecting cost elements w/ background and any recommendations for solutions beyond the scope of the contract; actual costs and man loading information; trip reports and significant results; record of all significant telephone calls and any commitments made by telephone; a Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs, man loading information and status; contract status; plans and activities during the following reporting period; name and telephone number of preparer(s) of the report; and appendixes for any necessary tables, references, photographs, illustrations, and charts. 3. The appendix will include the following supporting documentation as a minimum: Detailed Hours; Open Maintenance Discrepancies, Corrective Maintenance Action Summary, Active List of Discrepancy Reports (DR) and Clearance Status; Action Item State/Summary, Correspondence Summary; Trainer Performance Summary - Device Utilization; Inventory Activity Summary; and CDRL Status.								USCG PCO		LTR			
								USCG FTS COR		1			
15. TOTAL ----->								2					
G. PREPARED BY CDR BROXTERMAN, USCG COR				H. DATE		I. APPROVED BY		J. DATE					

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER ADMIN _____					
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS			F. CONTRACTOR			
1. DATA ITEM NO. B004		2. TITLE OF DATA ITEM CONFERENCE AGENDA			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMIN-81249A				5. CONTRACT REFERENCE SOW PARA. 5.2.2			6. REQUIRING OFFICE CG FTS COTR		
7. DD 250 REQ Letter	9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ, BLK 16		12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION		
8. APP CODE			11. AS OF DATE		13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE		b. COPIES
									final
							draft		reg
									repr
16. REMARKS							USCG PCO		LTR
							USCG FTS COR		1
<p>1. The Contractor shall submit a Conference Agenda in Contractor format for each conference held.</p> <p>2. The Government will have 10 working days to review, accept or reject each submission.</p> <p>3. Each submission shall be due 10 working days prior to each conference except Mobilization conference and Pre-CSD conference.</p> <p>4. Submissions shall be due thru the end of the contract as scheduled.</p>									
							15. TOTAL ----->		
G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY			J. DATE	

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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS			F. CONTRACTOR					
1. DATA ITEM NO. B005		2. TITLE OF DATA ITEM CONFERENCE MINUTES			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-ADMIN-81250A				5. CONTRACT REFERENCE SOW PARA. 5.2.2			6. REQUIRING OFFICE CG FTS COTR				
7. DD 250 REQ LETTER	9. DIST STATEMENT REQUIRED		10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION					
8. APP CODE			11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE		b. COPIES			
16. REMARKS								final			
								draft reg repr			
<p>1. The Contractor shall submit a Conference Minutes in Contractor format for each conference held.</p> <p>2. The Government will have 30 days to review, accept or reject each submission.</p> <p>3. Each submission shall be due 30 days after completion of each conference.</p> <p>4. Submissions shall be due thru the end of the contract as required.</p> <p>5. Acceptance of the minutes does not constitute acceptance of Conference issues.</p> <p>6. Acceptance of any conference minutes which includes information concerning changes in contract requirements/standards/specifications does not constitute Government agreement to those changes. Only by direction of the Contracting Officer can such changes be made.</p>						USCG PCO		LTR			
						USCG FTS COR		1		1	
15. TOTAL ----->						1		2			
G. PREPARED BY CDR BROXTERMAN, USCG COR				H. DATE		I. APPROVED BY		J. DATE			

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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS		E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR			
1. DATA ITEM NO. B006	2. TITLE OF DATA ITEM QUALITY SYSTEMS PLAN (CONTRACTOR)			3. SUBTITLE QSP			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-		5. CONTRACT REFERENCE SOW - 1.3, 1.6.3		6. REQUIRING OFFICE CG FTS COTR			
7. DD 250 REQ LETTER	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16	a. ADDRESSEE	b. COPIES		
16. REMARKS 1. The Contractor shall submit a site tailored Quality System Plan which delineates the Contractors Quality Assurance procedures and techniques for the specific tasks addressed in this SOW. 2. The Quality System Plan shall be submitted within 60 days of the CSD in Contractors letter/report format. 3. The Government shall have 45 days to review, accept or reject the submitted Quality System Plan.					draft	reg	final repr
				USCG PCO		LTR	
				USCG FTS COR		1	
				15. TOTAL ----->		2	
G. PREPARED BY CDR BROXTERMAN, USCG COR		H. DATE		I. APPROVED BY		J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT TE(5)	C. CATEGORY: TDP _____ TM _____ OTHER ADMIN _____						
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS		E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR					
1. DATA ITEM NO. B007	2. TITLE OF DATA ITEM EMPLOYEE LIST		3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW Para 1.5		6. REQUIRING OFFICE CG FTS COTR					
7. DD 250 REQ LETTER	9. DIST STATEMENT REQUIRED	10. FREQUENCY ANNUAL/AS REQ	12. DATE OF FIRST SUBMISSION PARA. 1	14. DISTRIBUTION					
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. PARA. 1	a. ADDRESSEE					
				b. COPIES					
				draft reg repr					
16. REMARKS 1. The Contractor shall submit an Employee Listing annually and/or following replacement of a contract employee. The first submission shall be on or before the Contract Support Date (CSD). Subsequent submissions shall be on 1 Oct of each option year elected. 2. The Contractor shall submit the Employee List in Contractor format. This list shall include the following information: Contractor's Name, Address, and Phone Number; Assigned Contract Number; Employee Names, Addresses, Home Phone Numbers, and corresponding Job Titles. 3. Block 12 and 13: Submission shall be due as required through the end of the contract. 4. The Government will have 15 days for review, accept, or reject each list submission.				USCG PCO	1				
				USCG FTS COR	1				
				15. TOTAL ----->				2	
				G. PREPARED BY CDR BROXTERMAN, USCG COR		H. DATE	I. APPROVED BY	J. DATE	

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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR								
1. DATA ITEM NO. C001	2. TITLE OF DATA ITEM INTERIM SUPPORT ITEMS LIST				3. SUBTITLE								
4. AUTHORITY (Data Acquisition Document No.) DI-V-7006A			5. CONTRACT REFERENCE SOW PARA. 5.5.3		6. REQUIRING OFFICE CG FTS COTR								
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							draft reg repr						
16. REMARKS 1. An ISIL shall be submitted to the COTR for every major hardware modification. The ISIL shall identify spares and repair parts required to maintain the modified equipment for a period of 5 years. 2. The Government shall have 30 days to review, accept or reject each submission. 3. All CAOEs and modified GFE will be listed on the ISIL and so identified in the remarks block. 4. Revisions shall be submitted, as required, through the end of the contract.					USCG PCO		LTR						
					USCG FTS COR		1						
					15. TOTAL ----->							2	
					G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY		J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>CONFIG M</u>													
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS			F. CONTRACTOR											
1. DATA ITEM NO. D001		2. TITLE OF DATA ITEM CONFIGURATION MANAGEMENT PLAN			3. SUBTITLE												
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80858A				5. CONTRACT REFERENCE SOW PARA. 5.6.3			6. REQUIRING OFFICE CG FTS COTR										
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION									
8. APP CODE				11. AS OF DATE		13. DATE IF SUBSEQUENT SUBM. ASREQ		a. ADDRESSEE									
								b. COPIES									
								draft reg final repr									
16. REMARKS								USCG PCO		1	LTR						
								USCG FTS COR			1						
1. BLK 12: Submission shall be due within 30 days of CSD. 2. The Government will have 30 days to review, accept or reject each submission. If draft copy is acceptable to the Government, no final copy is necessary.																	
								15. TOTAL ----->								2	
								G. PREPARED BY CDR BROXTERMAN, USCG COR				H. DATE		I. APPROVED BY			J. DATE

18. ESTIMATED TOTAL PRICE	
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DATE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>TECH MAN</u>	
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR
1. DATA ITEM NO. E001	2. TITLE OF DATA ITEM COMMERCIAL OF THE SHELF (COTS)			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A			5. CONTRACT REFERENCE SOW PARA. 5.5.9		6. REQUIRING OFFICE CG FTS COTR
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16	a. ADDRESSEE	b. COPIES
					draft reg final repr
16. REMARKS 1. The Contractor shall submit the COTS Manuals for all COTS items purchased. 2. Submission shall consist of COTS Manuals that meet the Requirements of MIL-M-7298E or comparable commercial standard. 3. Submission shall be concurrent with on-site delivery of modified or installed device. 4. The Contractor shall also update the MSP/TDSP to include the submitted COTS Manuals. 5. The Government will have 60 days to review, accept or reject each submission. If draft copy is acceptable to the Government, no final copy is necessary.				USCG PCO	LTR
				USCG FTS COR	1
				15. TOTAL ----->	
G. PREPARED BY CDR BROXTERMAN, USCG COR		H. DATE		I. APPROVED BY	
				J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>ENGINEER</u>	
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR
1. DATA ITEM NO. E002	2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS			3. SUBTITLE SW PRODUCT SPECIFICATION	
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925			5. CONTRACT REFERENCE SOW PARA. 5.5.3		6. REQUIRING OFFICE CG FTS COTR
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16	a. ADDRESSEE	b. COPIES
					draft reg final repr
16. REMARKS 1. BLK 10: To be submitted each time a software modification is conducted. 2. BLK 12: Submission shall be due 45 days prior to the start of Government Final Inspection. 3. BLK 13: The final submission shall be delivered 30 days after completion of the modification. 4. The submissions shall be change pages to the existing Software Product Specifications Manual and reproducible copies submitted on magnetic media 3-1/2 inch floppy or CD ROM in Windows format, Microsoft Word 2000(or later). Diagrams and figures shall be in AutoCad 2000, BMP, JPG, WMF, or Embedded in Word 2000 compatible files. 5. Contractor shall incorporate Government comments, if any, prior to the start of GFI for acceptance of the preliminary. 6. The Government will have 30 days to review, accept or reject each submission. If draft is acceptable to the Government, no final copy is necessary.				USCG PCO	LTR
				USCG FTS COR	1
				15. TOTAL ----->	
G. PREPARED BY CDR BROXTERMAN, USCG COR		H. DATE		I. APPROVED BY	
				J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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18. ESTIMATED TOTAL PRICE	
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16. REMARKS
1. BLK 10: To be submitted each time a hardware modification is conducted.
2. BLK 12: Submission shall be due 45 days prior to the start of Government Final Inspection.
3. BLK 13: The final submission shall be delivered 30 days after completion of the modification.
4. The submissions shall be change pages to the existing Trainer Facility Report and reproducible copies submitted on magnetic media 3-1/2 inch floppy or CD ROM in Windows format, Microsoft Word 2000(or later). Diagrams and figures shall be in AutoCad 2000, BMP, JPG, WMF, or Embedded in Word 2000 compatible files.
5. Contractor shall incorporate Government comments, if any, prior to the start of GFI for acceptance of the preliminary.
6. The Government will have 30 days to review, accept or reject each submission. If draft is acceptable to the Government, no final copy is necessary.

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>ENGINEER</u>		
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR	
1. DATA ITEM NO. E004	2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS			3. SUBTITLE OPER. AND MAIN. MANUAL(O&M)		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925			5. CONTRACT REFERENCE SOW PARA. 5.5.3		6. REQUIRING OFFICE CG FTS COTR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION a. ADDRESSEE USCG PCO USCG FTS COR	
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16			
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					15. TOTAL ----->	
G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY	
					J. DATE	

17. PRICE GROUP

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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR	
1. DATA ITEM NO. E006	2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS			3. SUBTITLE COMP. SYS. OPER. MAN.(CSOM)		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925			5. CONTRACT REFERENCE SOW PARA. 5.5.3		6. REQUIRING OFFICE CG FTS COTR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16	a. ADDRESSEE	b. COPIES	
					draft reg final repr	
16. REMARKS 1. BLK 10: To be submitted each time a software modification is conducted. 2. BLK 12: Submission shall be due 45 days prior to the start of Government Final Inspection. 3. BLK 13: The final submission shall be delivered 30 days after completion of the modification. 4. The submissions shall be change pages to the existing CSOM and reproducible copies submitted on magnetic media 3-1/2 inch floppy or CD ROM in Windows format, Microsoft Word 2000(or later). Diagrams and figures shall be in AutoCad 2000, BMP, JPG, WMF, or Embedded in Word 2000 compatible files. 5. Contractor shall incorporate Government comments, if any, prior to the start of GFI for acceptance of the preliminary. 6. The Government will have 30 days to review, accept or reject each submission. If draft is acceptable to the Government, no final copy is necessary.				USCG PCO	LTR	
				USCG FTS COR	1	
				15. TOTAL ----->		
G. PREPARED BY CDR BROXTERMAN, USCG COR		H. DATE		I. APPROVED BY		
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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS			F. CONTRACTOR									
1. DATA ITEM NO. E007		2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS			3. SUBTITLE TRAIN. CONSID. RPT(TCR)										
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925				5. CONTRACT REFERENCE SOW PARA. 5.5.3			6. REQUIRING OFFICE CG FTS COTR								
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION									
8. APP CODE			11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16		a. ADDRESSEE		b. COPIES							
								final							
								draft reg repr							
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						USCG FTS COR		1							
						15. TOTAL ----->						2			
						G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY			J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <u>ENGINEER</u>					
D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR				
1. DATA ITEM NO. E008	2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS			3. SUBTITLE WIRE LIST					
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925			5. CONTRACT REFERENCE SOW PARA. 5.5.3		6. REQUIRING OFFICE CG FTS COTR				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION					
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBM. BLK 16	a. ADDRESSEE	b. COPIES				
					draft reg final repr				
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				USCG FTS COR	1				
				15. TOTAL ----->				2	
				G. PREPARED BY CDR BROXTERMAN, USCG COR		H. DATE		I. APPROVED BY	
				J. DATE					

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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR				
1. DATA ITEM NO. E009	2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS			3. SUBTITLE PART LIST					
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925			5. CONTRACT REFERENCE SOW PARA. 5.5.3		6. REQUIRING OFFICE CG FTS COTR				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ, BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION					
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				USCG FTS COR	1				
				15. TOTAL ----->				2	
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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: TDP _____ TM _____ OTHER ENGINEER

D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS E. CONTRACT/PR NO. IMOMS F. CONTRACTOR

1. DATA ITEM NO. E010 2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS 3. SUBTITLE MAINT. REQ. CARDS (MRC)

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925 5. CONTRACT REFERENCE SOW PARA. 5.5.3 6. REQUIRING OFFICE CG FTS COTR

7. DD 250 REQ LT 9. DIST STATEMENT REQUIRED 10. FREQUENCY ASREQ, BLK 16 12. DATE OF FIRST SUBMISSION BLK 16 14. DISTRIBUTION a. ADDRESSEE b. COPIES draft reg repr

16. REMARKS

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3. BLK 13: The final submission shall be delivered 30 days after completion of the modification.
4. The submissions shall be change pages to the existing Maintenance Requirement Cards and reproducible copies submitted on magnetic media 3-1/2 inch floppy or CD ROM in Windows format, Microsoft Word 2000(or later). Diagrams and figures shall be in AutoCad 2000, BMP, JPG, WMF, or Embedded in Word 2000 compatible files.
5. Contractor shall incorporate Government comments, if any, prior to the start of GFI for acceptance of the preliminary.
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USCG PCO LTR
USCG FTS COR 1

15. TOTAL -----> 2

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D. SYSTEM/ITEM FLIGHT TRAINING SYSTEMS			E. CONTRACT/PR NO. IMOMS		F. CONTRACTOR		
1. DATA ITEM NO. E011		2. TITLE OF DATA ITEM REVISION TO EXISTING GOVERNMENT DOCS			3. SUBTITLE INSTRUCTOR UTIL. HNADBOOK		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-8092			5. CONTRACT REFERENCE SOW PARA. 5.5.3		6. REQUIRING OFFICE CG FTS COTR		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ, BLK 16		12. DATE OF FIRST SUBMISSION BLK 16	
8. APP CODE				11. AS OF DATE		13. DATE IF SUBSEQUENT SUBM. BLK 16	
16. REMARKS				14. DISTRIBUTION			
				a. ADDRESSEE		b. COPIES	
						draft	final reg repr
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				USCG FTS COR		1	
				15. TOTAL ----->			
G. PREPARED BY CDR BROXTERMAN, USCG COR			H. DATE		I. APPROVED BY		J. DATE

The following Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) solicitation provisions apply:

- 52.212-1 Instructions to Offerors- Commercial Items (APR 2008) is tailored as follows to include the below additional provisions and proposal instructions.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

- 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)

- 52.217-5 Evaluation of Options (Jul 1990)

Proposal Instructions: Offers shall be prepared in Font Times New (WI) Regular 12 (or similar). Number of pages shall not exceed a total of 30 (15 sheets front and back). Provide three (3) copies. Resumes shall not exceed three (3) pages. Faxed or e-mailed proposals will not be accepted.

(End of provision)

- 52.212-2 Evaluation – Commercial Items (Feb 2008)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose written proposal represents the best overall value to the Government including options and appropriate consideration given to the four major areas in their descending order of importance: 1) technical, 2) relevant experience, 3) organizational and management, and 4) past performance. Price proposal shall be submitted as a separate proposal. Price is not a weighted factor and is used to determine affordability and reasonableness. It is less important than the combined technical, relevant experience, organization and management, and past performance factors; however, price is an important factor and its importance as an evaluation factor will increase as the degree of equality between proposals increases. Unrealistically low proposed prices may be grounds for eliminating a proposal from the competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal. The following factors shall be used to evaluate offers and are in order of importance:

(1) Technical Approach: The offeror must demonstrate a fully “integrated” and responsive infrastructure to support maintenance, operations, and modifications for training systems covered under the statement of work. Describe all in-house core technical competencies and any proposed teaming relationships, if any, with other commercial organizations or proposed subcontractors.

The appropriateness of the offeror's staffing needs (quantity and quality) on-site and off-site to accomplish the program and meet trainer readiness objectives while ensuring maximum utilization of each team member and maintaining personnel continuity through the peaks and valleys of program activity.

Submit Key Personnel Qualification Summaries outlining skill and experience levels of proposed key management and technical on-site and off-site staff, and on-site supply technician that best meet all program objectives.

(2) Relevant Experience: Describe the offeror's experience on programs or projects similar in nature to the efforts required by the Statement of Work. If the offeror does not have such experience, the offeror must explain what experience proposed key personnel will bring to the company. The offeror should describe such programs or projects by the nature of the work, their role in the project, size of the program, whether the work was government or commercial, and provide rationale supporting how that work experience is relevant to the IMOMS requirements.

Demonstrated integrated product development experience. The offeror must clearly demonstrate satisfactory experience implementing major systems modifications to flight training devices similar in complexity and design to the Operational Flight Trainers located at ATC. Modifications include but are not limited to hardware additions and upgrades due to equipment obsolescence or cockpit configuration currency changes and software rewrites on existing code and/or programming due to new equipment or changes to aircraft systems functionality. Describe scheduling, quality assurance, risk, and software configuration management tools and processes used in the design, development, fabrication, installation, testing, and documentation of trainer modifications.

(3) Organizational and Management: The degree to which the proposal demonstrates that the offeror has a sound understanding of the scope of IMOMS effort and a thorough understanding of the problems and risk areas involved in the work to be performed.

The degree to which the proposal establishes well-defined lines of authority, responsibility, and communication; overall efficiency, effectiveness, and flexibility of the management plan for directing all phases of the scope of work and for managing all contract staff including subcontractors; and the ability of the organization to quickly respond to technical changes and mobilize resources to resolve both technical and administrative challenges.

(4) Past Performance: Offeror's are required to provide past performance references over the past three years for itself and any proposed teaming partners. Past performance evaluations will focus on the quality of product and service, including consistency in meeting goals and targets, and cooperation and effectiveness in fixing problems; cost control, including forecasting costs as well as accuracy in financial reporting; timeliness of performance, including adherence to schedules, other time-sensitive project conditions, and effectiveness of on-site and off-site management to make prompt decisions and

ensure efficient operation of tasks; customer satisfaction, including satisfactory business relationships with clients and partners, initiation and management of several complex activities simultaneously, coordination among subcontractors, satisfactory correction of problems, and cooperative attitude in fixing problems; and effectiveness of key personnel including, effectiveness and appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

The Technical Evaluation Committee may give more weight to experience and past performance information that is considered more relevant and/or more current. In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will be evaluated neutral. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's past performance.

(b) Pricing proposal: For CLIN 0001 and 0002 (and associated option year CLIN's), provide a detailed breakdown of your "Not to exceed price" by labor category, base hourly labor rate, overtime rate, applicable overheads and profit, estimated hours, total estimated price for each category and for the CLIN. CLIN 0001 will be considered outside the total evaluated price and will be considered for price reasonableness only. CLIN 0005 (and associated option year CLIN's) in support of CLIN 0002, provide a detailed breakdown of the estimated number of trips, unit and total not-to-exceed price for projected travel cost.

(c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 Offeror Representations and Certifications—Commercial Items (June 2008)
An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate –

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material

change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 -- (1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.
(Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

m. Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

___ Black American.

- ___ Hispanic American.
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ___ Individual/concern, other than one of the preceding.

52.212-4 Contract Terms and Conditions - Commercial Items (Feb 2007) Alt I (Feb 2007) is tailored as follows to include below additional terms, conditions and clauses.

ADDITIONAL CONTRACT TERMS AND CONDITIONS

1.0 CONTRACT ADMINISTRATION DATA

ADDRESS FOR CORRESPONDENCE:

All correspondence, except as otherwise specified, shall be directed to the following address:

Contracting Officer (ALD)
USCG Aircraft Repair and Supply Center
Attn: Judi Knotts
Elizabeth City, NC 27909

REFERENCE: Contract No.: _____
(to be determined at award)

2.0 INVOICE INSTRUCTIONS:

The original of the Contractor's invoice shall be submitted to the designated billing office for payment as follows:

Chief, Financial Branch
1430 A Kristina Way
Chesapeake, VA 23706

REFERENCE: Contract No.: _____
(to be determined at award)

The amount billed each month under CLIN 0002, CLIN 0011, and CLIN 0020 shall include a breakdown by labor category and hours and shall be the same as reflected on the contractor's status report.

3.0 INSURANCE REQUIREMENTS.

In accordance with the clause entitled, "Insurance – Work on a Government Installation" (FAR 52.228-5, Jan 1997), the contractor shall be required to procure and maintain, during the entire period of performance under this contract, the following minimum insurance, and shall furnish a certificate thereof to the Contracting Officer prior to award

of contract. The certificate(s) must contain an expiration date and endorsement stating that, "Any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives advance written notice of cancellation or change to the Contracting Officer."

(a) Vehicle Registration and Insurance, automobile liability insurance written on the comprehensive form of policy. The policy will provide for bodily injury of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) Comprehensive general liability insurance to insure against bodily injury in the minimum amount of \$500,000 per occurrence.

(c) Full insurance coverage in accordance with the State of Alabama Workman's Compensation law.

4.0. TRAVEL

(a) Necessity for travel will be reviewed and approved by the Contracting Officer in conjunction with the COTR.

(b) All travel, lodging, meals, car rental and incidental expenses incurred by the contractor shall be reimbursed in accordance with the methods specified in FAR 31.205-46, Travel Costs, provided the method used results in a reasonable charge.

5.0 WAGE DETERMINATION.

Wage determination No. 2005-2009 (Rev 6) dated 9 Oct 2007 is applicable to all labor categories with the exception of the site manager/project manager. See Addendum 5.

6.0 PREMIUM TIME SUPPORT WAGE GRADE ONLY

On occasion the government may require support beyond the normally scheduled time. When scheduling outside the normal contracted training time of 0700 – 2300 the contractor will be given notice.

Contractor shall list each labor category, rate per labor hour, hours worked, and the extended total labor dollars per labor category. Note: Advanced written authorization must be received from the COTR to work overtime or to pay premium rates.

7.0 PERIOD OF PERFORMANCE AND FUNDING

This contract is for a base period of one year with two (2) one-year options. The base period will begin on day of award and run for a period of one year. The first one-year option period renewable at the expiration of the base period. The second option period is renewal at the end of the first option period. The total contract period shall not exceed three years. The decision to exercise the option shall be at the sole discretion of the government in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

At time of award, this contract will be funded through 30 September 2008. Funds are not presently available for performance and no legal liability on the part of the Government

may arise for performance beyond 30 September 2008, until funds are made available to the Contracting Officer and until the Contractor receives written notice of availability from the Contracting Officer. Funding for option years will also only be available through 30 September of the option year. The above procedures will apply.

8.0 U.S. COAST GUARD INFORMATION SYSTEMS SECURITY

No contractor personnel shall commence any performance under this contract until they (1) have received a security briefing about the Automated Information Systems (AIS) Security Manual, COMDTINST M5500.13 (series), from the appropriate Coast Guard Information Systems Security Officer (ISSO) and (2) have signed an "Annual Coast Guard Information Technology Contractor User Security Agreement." A sample of this user security agreement is provided as an Attachment to this contract. By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all Coast Guard information technology resources and information related thereto. The Contracting Officer Technical Representative (COTR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the security documents signed and submitted by the contractor employees.

The contractor shall only access those areas of Coast Guard information technology resources (e.g., computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, internet sites) explicitly stated in this contract and/or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not explicitly authorized by the statement of work, other terms and conditions in this contract or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, the Coast Guard will take appropriate actions with regard to the contract.

Contractor access to Coast Guard networks from a remote location is a temporary privilege for the mutual convenience it offers while the contractor performs business for the Coast Guard. It is not a right, a guarantee, a condition of the contract, nor is it Government Furnished Equipment (GFE).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold the Coast Guard harmless and the contractor will not request additional time or money under the contract for delay resulting from unauthorized use.

9.0 SPECIAL CONTRACT REQUIREMENTS

SECURITY BACKGROUND CHECKS

- a. The Department of Homeland Security requires a Financial and Criminal Background Check to be performed by an independent party and submitted on company letterhead stationary to the Contracting Officer certifying that the background checks have been conducted and there are no negative financial situations or criminal offences in the employee's background. Any adverse information acquired by the contractor on the employee must be reported immediately to the Contracting officer. The independent party shall seek employee history on a national basis, not locally. Any and all contractor employees assigned and/or associated with the contract shall have a background check and the results submitted to the contracting Officer. During the performance of this contract, all contractor employees are subject to the Department of Homeland Security's new security regulations regarding contractor employee access to Coast Guard bases. Copies of the background checks Criminal and Financial will be held by the contractor in a secure location in case there is a need for future verification.
- b. The company's letterhead stationary shall provide the required information. The following example is provided for your use:

"In accordance with Department of Homeland Security's new security regulations regarding contractor employee access to Coast Guard bases, (insert company name) has conducted a credit and criminal background investigation for (insert employee's name)."

1. Contract Number:
2. Contractor Employee's Name:
3. Employee's ID Number:
4. Employee's Start Date
5. Contract End Date:
6. Background Check Completion Date:
7. Division the employee works for:
8. Position Title:

FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES

- | | |
|----------|--|
| 52.204-9 | Personal Identity Verification of Contractor Personnel (Sep 2007) |
| 52.217-9 | Option to Extend the Term of the Contract (Mar 2000) |
| | (a) 60 days |
| | (c) three years |
| 52.228-5 | Insurance - Work on a Government Installation (Jan 1997) |
| 52.252-2 | Clauses incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they |

were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far/
(End of clause)

FAR 52.204-1, Approval of Contract (Dec 1989)

This contract is subject to the written approval of Chief of the Contracting Office and shall not be binding until so approved.

(End of Clause)

FAR 52.216-1, Type of Contract (Apr 1984)

The Government contemplates award of a time and materials type contract.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

HOMELAND SECURITY ACQUISITION REGULATION (48 CFR CHAPTER 30) CLAUSES (can be accessed electronically at (www.dhs.gov)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal

- Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

ALTERNATE I (JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor

personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for at least 80 percent each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively. (c)

Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (June 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

☐ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)). The following paragraph of this clause may require completion:

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

____ (29) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

____ (ii) Alternate I (Jan 2004) of 52.225-3.

____ (iii) Alternate II (Jan 2004) of 52.225-3.

____ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

____ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

____ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

____ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

X (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

____ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).

 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

This clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

Employee Class: Project Manager/Site Manager \$40.45 per hour, Trainer Operators/Maintenance Personnel \$34.26 per hour, Supply Technician \$23.45 per hour, Modification/Engineering Personnel \$34.26 per hour, Subject Matter Expert (when required) \$34.26 per hour. Fringe Benefits Required: HEALTH & WELFARE - \$3.16 an hour or \$126.40 per week or \$547.73 per month. VACATION: - 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Req. 29 CFR 4.173) HOLIDAYS: - A minimum of ten paid holidays per year.

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

 (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

 (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3

years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

WD 05-2009 (Rev.-7) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2009
Revision No.: 7
Date Of Revision: 05/29/2008

State: Alabama

Area: Alabama Counties of Baldwin, Choctaw, Clarke, Conecuh, Covington, Escambia,
Mobile, Monroe, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.77
01012 - Accounting Clerk II	14.58
01013 - Accounting Clerk III	16.30
01020 - Administrative Assistant	20.41
01040 - Court Reporter	15.26
01051 - Data Entry Operator I	9.49
01052 - Data Entry Operator II	11.57
01060 - Dispatcher, Motor Vehicle	15.19
01070 - Document Preparation Clerk	11.57
01090 - Duplicating Machine Operator	11.57
01111 - General Clerk I	10.19
01112 - General Clerk II	11.67
01113 - General Clerk III	13.29
01120 - Housing Referral Assistant	18.44
01141 - Messenger Courier	9.26
01191 - Order Clerk I	11.11
01192 - Order Clerk II	12.61
01261 - Personnel Assistant (Employment) I	17.24
01262 - Personnel Assistant (Employment) II	20.67
01263 - Personnel Assistant (Employment) III	24.58
01270 - Production Control Clerk	18.39
01280 - Receptionist	9.23
01290 - Rental Clerk	13.40
01300 - Scheduler, Maintenance	14.73
01311 - Secretary I	14.73
01312 - Secretary II	16.55
01313 - Secretary III	18.44
01320 - Service Order Dispatcher	13.59
01410 - Supply Technician	19.86
01420 - Survey Worker	14.51
01531 - Travel Clerk I	10.30
01532 - Travel Clerk II	10.93
01533 - Travel Clerk III	11.51
01611 - Word Processor I	11.57
01612 - Word Processor II	13.45

01613 - Word Processor III	15.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.74
05010 - Automotive Electrician	15.47
05040 - Automotive Glass Installer	13.88
05070 - Automotive Worker	13.88
05110 - Mobile Equipment Servicer	12.11
05130 - Motor Equipment Metal Mechanic	15.47
05160 - Motor Equipment Metal Worker	13.88
05190 - Motor Vehicle Mechanic	15.47
05220 - Motor Vehicle Mechanic Helper	11.51
05250 - Motor Vehicle Upholstery Worker	13.88
05280 - Motor Vehicle Wrecker	13.88
05310 - Painter, Automotive	15.40
05340 - Radiator Repair Specialist	14.87
05370 - Tire Repairer	11.30
05400 - Transmission Repair Specialist	15.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.92
07041 - Cook I	9.19
07042 - Cook II	10.40
07070 - Dishwasher	6.77
07130 - Food Service Worker	8.06
07210 - Meat Cutter	10.93
07260 - Waiter/Waitress	6.44
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.36
09040 - Furniture Handler	11.23
09080 - Furniture Refinisher	14.50
09090 - Furniture Refinisher Helper	11.23
09110 - Furniture Repairer, Minor	12.79
09130 - Upholsterer	14.36
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.30
11060 - Elevator Operator	8.30
11090 - Gardener	10.26
11122 - Housekeeping Aide	8.45
11150 - Janitor	9.27
11210 - Laborer, Grounds Maintenance	8.99
11240 - Maid or Houseman	7.79
11260 - Pruner	12.90
11270 - Tractor Operator	10.08
11330 - Trail Maintenance Worker	8.99
11360 - Window Cleaner	9.20
12000 - Health Occupations	
12010 - Ambulance Driver	12.50
12011 - Breath Alcohol Technician	13.90
12012 - Certified Occupational Therapist Assistant	17.71
12015 - Certified Physical Therapist Assistant	18.41
12020 - Dental Assistant	12.47
12025 - Dental Hygienist	27.40
12030 - EKG Technician	16.45
12035 - Electroneurodiagnostic Technologist	16.45
12040 - Emergency Medical Technician	12.50
12071 - Licensed Practical Nurse I	12.06
12072 - Licensed Practical Nurse II	13.90
12073 - Licensed Practical Nurse III	15.05
12100 - Medical Assistant	11.57
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	12.87

12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.87
12210 - Nuclear Medicine Technologist	27.40
12221 - Nursing Assistant I	8.89
12222 - Nursing Assistant II	9.99
12223 - Nursing Assistant III	10.90
12224 - Nursing Assistant IV	12.23
12235 - Optical Dispenser	13.49
12236 - Optical Technician	12.06
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.23
12305 - Radiologic Technologist	19.39
12311 - Registered Nurse I	18.53
12312 - Registered Nurse II	22.66
12313 - Registered Nurse II, Specialist	22.66
12314 - Registered Nurse III	27.42
12315 - Registered Nurse III, Anesthetist	27.42
12316 - Registered Nurse IV	32.87
12317 - Scheduler (Drug and Alcohol Testing)	18.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.98
13012 - Exhibits Specialist II	23.51
13013 - Exhibits Specialist III	28.72
13041 - Illustrator I	20.65
13042 - Illustrator II	24.45
13043 - Illustrator III	22.90
13047 - Librarian	23.95
13050 - Library Aide/Clerk	9.10
13054 - Library Information Technology Systems Administrator	21.86
13058 - Library Technician	13.15
13061 - Media Specialist I	14.50
13062 - Media Specialist II	16.21
13063 - Media Specialist III	18.08
13071 - Photographer I	14.60
13072 - Photographer II	16.34
13073 - Photographer III	20.23
13074 - Photographer IV	24.75
13075 - Photographer V	29.94
13110 - Video Teleconference Technician	11.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.45
14042 - Computer Operator II	15.05
14043 - Computer Operator III	18.01
14044 - Computer Operator IV	18.88
14045 - Computer Operator V	22.18
14071 - Computer Programmer I (1)	15.05
14072 - Computer Programmer II (1)	18.64
14073 - Computer Programmer III (1)	24.43
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	21.28
14102 - Computer Systems Analyst II (1)	25.75
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.45
14160 - Personal Computer Support Technician	18.88
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	21.79
15020 - Aircrew Training Devices Instructor (Rated)	26.36
15030 - Air Crew Training Devices Instructor (Pilot)	29.00
15050 - Computer Based Training Specialist / Instructor	21.78
15060 - Educational Technologist	20.19

15070 - Flight Instructor (Pilot)	29.00
15080 - Graphic Artist	20.90
15090 - Technical Instructor	16.21
15095 - Technical Instructor/Course Developer	19.83
15110 - Test Proctor	14.57
15120 - Tutor	14.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.96
16030 - Counter Attendant	7.96
16040 - Dry Cleaner	9.21
16070 - Finisher, Flatwork, Machine	7.96
16090 - Presser, Hand	7.96
16110 - Presser, Machine, Drycleaning	7.96
16130 - Presser, Machine, Shirts	7.96
16160 - Presser, Machine, Wearing Apparel, Laundry	7.96
16190 - Sewing Machine Operator	9.77
16220 - Tailor	10.30
16250 - Washer, Machine	8.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.97
19040 - Tool And Die Maker	19.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.30
21030 - Material Coordinator	17.92
21040 - Material Expediter	17.92
21050 - Material Handling Laborer	9.67
21071 - Order Filler	10.71
21080 - Production Line Worker (Food Processing)	14.25
21110 - Shipping Packer	11.54
21130 - Shipping/Receiving Clerk	11.54
21140 - Store Worker I	10.09
21150 - Stock Clerk	14.59
21210 - Tools And Parts Attendant	14.25
21410 - Warehouse Specialist	14.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.25
23021 - Aircraft Mechanic I	16.43
23022 - Aircraft Mechanic II	17.25
23023 - Aircraft Mechanic III	18.11
23040 - Aircraft Mechanic Helper	11.55
23050 - Aircraft, Painter	15.01
23060 - Aircraft Servicer	13.71
23080 - Aircraft Worker	14.71
23110 - Appliance Mechanic	16.39
23120 - Bicycle Repairer	11.30
23125 - Cable Splicer	19.81
23130 - Carpenter, Maintenance	15.37
23140 - Carpet Layer	14.75
23160 - Electrician, Maintenance	18.40
23181 - Electronics Technician Maintenance I	17.33
23182 - Electronics Technician Maintenance II	21.64
23183 - Electronics Technician Maintenance III	22.12
23260 - Fabric Worker	13.59
23290 - Fire Alarm System Mechanic	16.72
23310 - Fire Extinguisher Repairer	12.53
23311 - Fuel Distribution System Mechanic	19.05
23312 - Fuel Distribution System Operator	14.67
23370 - General Maintenance Worker	15.66
23380 - Ground Support Equipment Mechanic	16.43
23381 - Ground Support Equipment Servicer	15.06

23382 - Ground Support Equipment Worker	16.15
23391 - Gunsmith I	12.44
23392 - Gunsmith II	14.54
23393 - Gunsmith III	16.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
16.86	
23430 - Heavy Equipment Mechanic	16.40
23440 - Heavy Equipment Operator	15.10
23460 - Instrument Mechanic	17.18
23465 - Laboratory/Shelter Mechanic	15.52
23470 - Laborer	10.20
23510 - Locksmith	15.37
23530 - Machinery Maintenance Mechanic	20.10
23550 - Machinist, Maintenance	16.30
23580 - Maintenance Trades Helper	11.12
23591 - Metrology Technician I	17.18
23592 - Metrology Technician II	18.04
23593 - Metrology Technician III	18.94
23640 - Millwright	17.46
23710 - Office Appliance Repairer	15.51
23760 - Painter, Maintenance	16.70
23790 - Pipefitter, Maintenance	19.36
23810 - Plumber, Maintenance	16.33
23820 - Pneudraulic Systems Mechanic	16.43
23850 - Rigger	16.43
23870 - Scale Mechanic	14.57
23890 - Sheet-Metal Worker, Maintenance	14.94
23910 - Small Engine Mechanic	14.57
23931 - Telecommunications Mechanic I	22.89
23932 - Telecommunications Mechanic II	24.07
23950 - Telephone Lineman	18.92
23960 - Welder, Combination, Maintenance	16.69
23965 - Well Driller	16.43
23970 - Woodcraft Worker	16.43
23980 - Woodworker	12.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	11.33
24610 - Chore Aide	7.34
24620 - Family Readiness And Support Services Coordinator	12.04
24630 - Homemaker	12.22
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.21
25040 - Sewage Plant Operator	15.82
25070 - Stationary Engineer	20.21
25190 - Ventilation Equipment Tender	11.45
25210 - Water Treatment Plant Operator	15.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.63
27007 - Baggage Inspector	10.26
27008 - Corrections Officer	14.52
27010 - Court Security Officer	14.52
27030 - Detection Dog Handler	12.39
27040 - Detention Officer	14.52
27070 - Firefighter	13.04
27101 - Guard I	10.26
27102 - Guard II	12.39
27131 - Police Officer I	16.71
27132 - Police Officer II	18.56

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.67
28042 - Carnival Equipment Repairer	10.34
28043 - Carnival Equipment Worker	7.60
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	11.11
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	14.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.26
29020 - Hatch Tender	17.26
29030 - Line Handler	17.26
29041 - Stevedore I	16.07
29042 - Stevedore II	18.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	15.22
30022 - Archeological Technician II	17.03
30023 - Archeological Technician III	21.16
30030 - Cartographic Technician	21.13
30040 - Civil Engineering Technician	20.17
30061 - Drafter/CAD Operator I	15.01
30062 - Drafter/CAD Operator II	16.79
30063 - Drafter/CAD Operator III	18.72
30064 - Drafter/CAD Operator IV	21.82
30081 - Engineering Technician I	14.50
30082 - Engineering Technician II	16.27
30083 - Engineering Technician III	18.20
30084 - Engineering Technician IV	22.56
30085 - Engineering Technician V	27.59
30086 - Engineering Technician VI	33.38
30090 - Environmental Technician	21.31
30210 - Laboratory Technician	22.25
30240 - Mathematical Technician	22.56
30361 - Paralegal/Legal Assistant I	14.97
30362 - Paralegal/Legal Assistant II	18.43
30363 - Paralegal/Legal Assistant III	22.73
30364 - Paralegal/Legal Assistant IV	27.47
30390 - Photo-Optics Technician	21.13
30461 - Technical Writer I	19.53
30462 - Technical Writer II	23.88
30463 - Technical Writer III	26.15
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	17.74
30621 - Weather Observer, Senior (2)	19.70
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.09
31030 - Bus Driver	12.47
31043 - Driver Courier	12.06
31260 - Parking and Lot Attendant	7.66
31290 - Shuttle Bus Driver	12.74

31310 - Taxi Driver	8.96
31361 - Truckdriver, Light	12.98
31362 - Truckdriver, Medium	14.95
31363 - Truckdriver, Heavy	15.18
31364 - Truckdriver, Tractor-Trailer	15.18
99000 - Miscellaneous Occupations	
99030 - Cashier	8.57
99050 - Desk Clerk	8.02
99095 - Embalmer	20.95
99251 - Laboratory Animal Caretaker I	9.20
99252 - Laboratory Animal Caretaker II	11.91
99310 - Mortician	20.95
99410 - Pest Controller	12.19
99510 - Photofinishing Worker	10.64
99710 - Recycling Laborer	10.70
99711 - Recycling Specialist	12.84
99730 - Refuse Collector	10.20
99810 - Sales Clerk	11.65
99820 - School Crossing Guard	10.11
99830 - Survey Party Chief	15.54
99831 - Surveying Aide	10.10
99832 - Surveying Technician	13.84
99840 - Vending Machine Attendant	12.98
99841 - Vending Machine Repairer	14.03
99842 - Vending Machine Repairer Helper	12.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.